



Request for Proposal 06-X-37411

For: Foods: Perishable, Poultry, Various,
- DSS

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to RFP Section 1.3.1 for more information.)	08/25/05	05:00 PM
Mandatory Pre-bid Conference (Refer to RFP Section 1.3.3 for important details about the new electronic bid option.)	Not Applicable	
Mandatory Site Visit (Refer to RFP Section 1.3.2 for more information.)	Not Applicable	
Bid Submission Due Date (Refer to RFP Section 1.3.5 for more information.)	09/09/05	02:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the Division of Purchase and Property website.

Set-Aside Small Business (Refer to RFP Section 4.4.1.8 for more information.)	Status	Category
	<input checked="" type="checkbox"/> Not Applicable	<input type="checkbox"/> I
	<input type="checkbox"/> Entire Contract	<input type="checkbox"/> II
	<input type="checkbox"/> Sub Contracting Only	<input type="checkbox"/> III

RFP Issued By

State of New Jersey
Department of the Treasury
Division of Purchase and Property
Trenton, New Jersey 08625-0234

Using Agency/Agencies

Department of the Treasury
Distribution & Support Services

Date: 08/18/05

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1.0 INFORMATION FOR BIDDERS

1.1 PURPOSE AND INTENT

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury on behalf of the Department of the Treasury, Distribution and Support Services (DSS). The purpose of this RFP is to solicit bid proposals for **various poultry products**.

The intent of this RFP is to award a contract to that responsible bidder whose bid proposals, conforming to this RFP is most advantageous to the State, price and other factors considered.

The NJ Standard Terms & Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>, will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

This is a repurchase of the **POULTRY, VARIOUS** term contract, presently due to expire on **09/15/05**. Vendors who are interested in the current contract specifications and pricing information are encouraged to visit the Purchase Bureau's website on the World Wide Web. The applicable "T" reference number for this lookup is **T-1163**. The exact WWW address is: <http://www.state.nj.us/treasury/purchase/contracts.htm>

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

It is the policy of the Purchase Bureau to accept questions and inquiries from all potential bidders electronically via web form. To submit a question, please go to the Quicklinks Q&A button on the Advertised Solicitation, Current Bid Opportunities webpage or to <https://www.neta.state.nj.us/treasury/dpp/ebid/QA.aspx>

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the web form. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

1.3.1.1 QUESTION PROTOCOL

Questions should be addressed in writing via the procedure set forth above. Questions should be directed to the RFP by the writer and questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

Bidders shall not contact the Using Agency directly, in person, by telephone or by email, concerning this RFP.

1.3.1.2 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES

The cut-off date for questions and inquiries relating to this RFP is **08/25/05**. Addenda, if any, to this RFP will be posted to the Purchase Bureau website (see Section 1.4.1. of this RFP for further information.)

1.3.2 MANDATORY SITE VISIT

Not applicable to this procurement.

1.3.3 MANDATORY PRE-BID CONFERENCE

Not applicable to this procurement.

1.3.4 OPTIONAL PRE-BID CONFERENCE:

Not applicable to this procurement.

1.3.5 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. You must submit a bid proposal in order to be considered for contract award. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<u>DATE:</u>	09/09/05
<u>TIME:</u>	2:00 PM
<u>LOCATION:</u>	BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230 Directions to the Purchase Bureau can be found on the following website: http://www.state.nj.us/treasury/purchase/directions.shtml

1.3.6 DOCUMENT REVIEW

Not applicable to this procurement.

1.4 ADDITIONAL INFORMATION

1.4.1 REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum.

ALL RFP ADDENDA WILL BE ISSUED ON THE PURCHASE BUREAU WEB SITE. TO ACCESS ADDENDA THE BIDDER MUST SELECT THE BID NUMBER ON THE PURCHASE BUREAU BIDDING OPPORTUNITIES WEB PAGE AT THE FOLLOWING ADDRESS:

[HTTP://WWW.STATE.NJ.US/TREASURY/PURCHASE/BID/SUMMARY/BID.SHTML.](http://www.state.nj.us/treasury/purchase/bid/summary/bid.shtml)

There are no designated dates for release of addenda. Therefore interested bidders should check the Purchase Bureau "Bidding Opportunities" website on a daily basis from time of RFP issuance through bid opening.

It is the sole responsibility of the bidder to be knowledgeable of all addenda related to this procurement.

1.4.2 ADDENDUM AS A PART OF THIS RFP

Any addendum to this RFP shall become part of this RFP and part of any contract awarded as a result of this RFP.

1.4.3 ISSUING OFFICE

This RFP is issued by the Purchase Bureau, Division of Purchase and Property.

1.4.4 BIDDER RESPONSIBILITY

The bidder assumes sole responsibility for the complete effort required in submitting a bid proposal in response to this RFP. No special consideration will be given after bid proposals are opened because of a bidder's failure to be knowledgeable as to all of the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, as to all of the requirements of this RFP.

1.4.5 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid proposal in response to this RFP.

1.4.6 CONTENTS OF BID PROPOSAL

Subsequent to bid opening, all information submitted by bidders in response to the bid solicitation is considered public information, except as may be exempted from public disclosure by the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., and the common law. A bidder may designate specific information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination and shall so advise the bidder. The location in the bid proposal of any such designation should be clearly stated in a cover letter. The State will not honor attempts by bidders either to designate their entire bid proposal as proprietary and/or to claim copyright protection for their entire proposal.

All bid proposals, with the exception of information determined by the State to be proprietary, are available for public inspection.

Interested parties can make an appointment with the Purchase Bureau to inspect bid proposals received in response to this RFP.

1.4.7 PRICE ALTERATION

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to initial price changes shall preclude a contract award being made to the bidder.

1.4.8 JOINT VENTURE

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification and Business Registration or Interim Registration must be supplied by each party to the joint venture.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

Addendum - Written clarification or revision to this RFP issued by the Purchase Bureau.

Amendment - A change in the scope of work to be performed by the contractor. An amendment is not effective until signed by the Director, Division of Purchase and Property.

Bidder – A vendor submitting a bid proposal in response to this RFP.

Contract - This RFP, any addendum to this RFP, the bidder's bid proposal submitted in response to this RFP and the Division's Notice of Acceptance.

Contractor - The contractor is the bidder awarded a contract.

Director - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

Division - The Division of Purchase and Property.

May - Denotes that which is permissible, but not mandatory.

Request for Proposal (RFP) - This document, which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of [the] Using Agency[ies], as identified herein.

Shall or Must - Denotes that which is a mandatory requirement.

Should - Denotes that which is recommended, but not mandatory.

State - State of New Jersey

Using Agency[ies] - The entity[ies] for which the Division has issued this RFP.

3.0 COMMODITY DESCRIPTION/SCOPE OF WORK

3.1 GENERAL REQUIREMENTS FOR ALL POULTRY PRODUCTS

All products solicited for in this request for proposal shall meet the following requirements for poultry products:

3.1.1 REGULATIONS REQUIREMENTS:

The delivered products shall comply with all applicable Federal and State mandatory requirements and regulations relating to the preparation, packaging, labeling, storage, distribution and sales of the product within the commercial market place.

3.1.2 PREPARATION AND PROCESSING:

All preparation and processing described in the detailed specifications shall be completed subsequent to the date of award. The product shall originate and be produced, processed and stored in plants regularly operating under the poultry products inspection regulations. All raw poultry used shall be fresh killed.

3.1.3 METAL DETECTION:

All further processed products, prior to final packaging, shall be examined by a metal detection device capable of detecting metals that might be present. Sensitivity levels and testing for acceptable operation shall be as specified in procedures established by the poultry division (AMS).

3.1.4 FREEZING PACKAGING:

All products to be delivered in a frozen state shall be frozen to an internal temperature of 0 degrees Fahrenheit or below as determined by USDA. The product shall be preserved, packaged, packed in cases and marked in accordance with good commercial practice. Shipping containers shall comply with the national freight classification or uniform freight classification, as applicable.

3.1.5 INSPECTION AND QUALITY ASSURANCE CHECK:

The Quality Assurance inspector at Distribution & Support Services will inspect all products upon receiving and draw samples at random. The samples will be analyzed by the DSS Quality Assurance lab to ensure that product continues to meet the specifications and requirements. Failure to meet specifications and requirements will cause any delivery to be rejected. The contractor shall immediately replace the rejected shipment within five (5) working days, at no additional cost, or risk loss of contract for non-performance.

3.1.6 MARKING AND LABELING:

Each shipping container shall be legibly labeled to show the contract number, purchase order number, net weight, and USDA grade mark, USDA inspection mark, plant number/name and address and the date of packing (day, month, year). Each shipping container shall also be marked "store at 0 degrees Fahrenheit or below".

All shipping cartons shall be marked as required above on adjacent sides so as to be viewable when palletized.

3.1.7 BIDDERS SUBMISSION:

Bidders must submit product data sheets for items which do not have a qualified product list (QPL) in the item description. This data sheet should list nutrient profiles including, but not limited to, fat content, sodium content, calories, and chemical analysis.

3.1.8 ESTIMATED QUANTITIES:

Quantities shown on the bid pages are based on past usage, however, the State will be obligated only for the quantities on orders issued from contracts awarded as a result of this solicitation. The State will not be bound by any minimum or maximum total quantity.

3.1.9 DELIVERY:

Delivery time after receipt of order must be shown as either days or weeks. Delivery time submitted as "at once" or "as requested" will not be considered. Delivery time of more than thirty (30) days will not be considered.

ALL DELIVERIES WILL BE MADE UNLESS SPECIFIED ELSEWHERE IN THE PRICE LINES TO :

**STATE OF NEW JERSEY
DISTRIBUTION & SUPPORT SERVICES
1620 STUYVESANT AVENUE
WEST TRENTON, NEW JERSEY 08625**

3.2 SPECIFICATION FOR CHICKEN BREAST, RAW – LINE ITEM #00002

State of New Jersey

September, 2001

Scope: This specification covers individually frozen, four ounce, uncooked, un-breaded chicken breast portions. The chicken breasts must also be boneless and skinless. The product must be packed 48/4 oz. portions per case in commercially acceptable containers suitable for institutional use.

Salient Characteristics:

Basic Processing Requirements: The chicken breasts shall have been produced and processed within a USDA-FSIS approved plant containing the USDA inspection service. Slaughtering, eviscerating, processing, preparation, formulation, and individually frozen temperatures shall be in accordance with the Food Safety and Inspection Service, Meat and Poultry Inspection Regulations (9 CFR Part 381). Boneless and skinless portions can be cut in any manner complying with 7 CFR Part 70. The chicken breasts can be prepared with or without rib meat. The product shall be processed, packaged, and placed in a freezer within seven (7) calendar days after slaughter. The product shall be chilled in accordance with 9 CFR 381.66. If the product is not individually frozen or placed into a freezer after chilling and processing, it must be held at a room temperature not higher than 36 deg. F and not lower than 26 deg. F. The portions shall be frozen in a manner that will prevent them from sticking together after freezing. The packaged product shall be frozen to an internal product temperature of 0 deg. F or lower within 72 hours of entering the freezer.

Ingredients: Only breast meat with or without rib meat in natural proportions can be used to process the final product. No mechanically deboned or comminuted chicken meat can be used within this product. No monosodium glutamate (MSG) is permitted in this product.

Chemical Analyses: The following nutritional criterion is required within the final chicken breast product:

Test	Requirement
Fat Content	6.0 % Maximum
Salt Content (NaCl)	0.35 % Maximum
Sodium Content (mg. per 100 g. product)	130 mg. Maximum

Analytical Testing Requirements and Methods: The test results shall be reported to the nearest 0.1 percent. Any results not conforming to the above requirements shall be cause for rejection of the lot or shipment. Chemical Analyses shall be conducted in accordance with the following methods of the Official Methods of Analyses of the AOAC:

Test	Method Number
Fat Content	960.39, 976.21, or 985.15
Salt Content	935.47

Packaging/Labeling: The end product breasts must weigh individually a minimum of four (4) ounces each. The individual breasts must be either IQF or packaged in portioned trays. If packaged in portioned trays, the master case must contain layers that are separated by standard wax sheet dividers. The master case must contain either four (4) layers with twelve (12) breasts each or six (6) layers with eight (8) breasts each per case. All layers must be contained within the master case by a polyethylene liner possessing a minimum thickness of 1 mil. The total weight of each case must be a minimum of 12 lbs. Standard labeling is required on each individual case on adjacent sides. Each case should contain the product description, product code number, # of units per case, and all other necessary information stated in the solicitation within the standard labeling. The chicken breasts shall be preserved, packed, labeled, and cases marked in accordance with good commercial practice. Commercial labeling and packaging, as may be augmented by the solicitation, contract, or purchase order, shall be acceptable. Shipping containers shall comply with the National Motor Freight Classification or Uniform Freight Classification, as applicable.

Contractor's Certification: By submitting an offer, the contractor certifies that the product offered meets the specified salient characteristics and requirements of this specification; conforms to the producer's own specifications and standards, including product characteristics, manufacturing procedures, quality control procedures, and storage/handling procedures.

Regulatory Requirements: The delivered product shall comply with all applicable Federal and State mandatory requirements and regulations, relating to the preparation, packaging, labeling, storage, distribution, and sales of the product within the commercial marketplace. Delivered product shall comply with all applicable provisions of the Meat and Poultry Products Inspection Acts and regulations promulgated there under. Delivered product shall comply with all applicable provisions of the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.

Shelf-Life: The final product must exhibit a minimum shelf-life of 12 months stored at 0 degrees F.

3.3 SPECIFICATION FOR CHICKEN QUARTER PIECES – LINE ITEM #00003

NEW JERSEY SPECIFICATION #2568-005-10

REVIEWED MARCH 99

1. General Requirements:

Chicken shall be us grade a from USDA grade a whole broiler/fryer Chickens (no neck or giblets). Poultry shall be processed subsequent to the date of contract. Ready to cook chicken shall have been eviscerated warm followed by immediate chilling to 40 degrees Fahrenheit or below. The packaging and placing of the chilled product into the freezer shall be accomplished within 48 hours from time of slaughter. When packaging of the product is not accomplished immediately after chilling, the poultry shall be maintained at a temperature of 36 degrees Fahrenheit or lower during the holding period. The time between packaging and placing in freezer shall not exceed 6 hours. Chicken quarters shall be frozen in such a manner that the internal temperature of the packages will be 0 degrees Fahrenheit or below, within seventy-two (72) hours of entering the freezer. Grading shall be done prior to packaging.

Chicken quarter pieces shall conform to the current requirements of Federal specification PP-C-248 "chickens and chicken parts" (ready to cook), chilled and frozen, type II, class I, style 3 without necks and giblets.

Chicken quarters, USDA grade a, ready to cook, frozen without necks or giblets, made from grade whole birds, 2 1/4 to 3 1/4 pounds, 2 per bag, 8 bags per case for a total of 64 quarters per case, exact piece count required. Hind and front parts may be mixed in the bag.

Each container shall be stamped with USDA contract compliance stamp and carry USDA inspection legend and grade mark. Each container of product shall contain not less than 40 lb. and 64 quarter pieces.

2. Packing and packaging:

Ready to cook chicken quarters shall be packaged in a poly film bag.

Product shall be packed in good commercial fiber containers which will not break down under pressure or moisture. Wooden containers are not acceptable.

The containers shall be securely closed by use of a filament reinforced freezer type tape or strapping having a heat sealed or comparable friction weld joint.

3. Inspection and check loading:

After freezing and prior to loading at point of shipment, each lot of commodity shall be examined by a USDA licensed grader for identity, condition, internal temperature (temperature shall not exceed 0 degrees Fahrenheit), markings, labeling, packaging, net weight (test weight to be performed) and any other contract requirement. After it is determined that the product complies with all contract requirements, the grader shall stamp each shipping container with the USDA contract compliance stamp.

It shall be the responsibility of the contractor to check the vehicle used in delivery for sanitary conditions, such as: pre cooling, proper loading, bracing, and is in compliance with all contract requirements. The vehicle is adequately pre-cooled when the interior temperature at the time of opening is 0 degrees Fahrenheit or lower. No loading is to be authorized unless these conditions are met.

3.4 SPECIFICATION FOR BREADED CHICKEN FILLETS – LINE ITEM #00004

State of New Jersey

Revised September, 2002

Scope:

This specification covers individually frozen, precooked, breaded, chunked and formed chicken fillets, packed in 10 pound cases, 40/4 oz. pieces per case.

Weight:

The individual quick frozen (IQF) breaded chicken fillets must weigh a minimum of four (4) ounces each and there must be a minimum of forty (40) pieces contained within each ten (10) pound case.

Salient Characteristics:

The chicken fillets shall have been produced and processed from broiler/fryer chickens which have been produced, raised, and processed in the United States, or its territories and possessions. The slaughtering, eviscerating, and processing of chickens; preparation; formulation; cooking; individually frozen and frozen (temperatures) shall be in accordance with the USDA Food Safety and Inspection Service (FSIS), Meat and Poultry Inspection Regulations (9CFR Part 381). The chicken fillets must have been processed, packaged, and frozen in a USDA-FSIS approved plant and all individual deliveries to the State of New Jersey DSS warehouse must arrive no more than 60 days after final processing.

Ingredients:

Chicken: Only breast meat with rib meat and other white chicken meat (first and second wing portion and scapula) in natural proportions shall be used to produce the products. The chickens from which the breast with rib meat and other white meat are derived shall be fresh chilled broiler/fryers. The chicken used may be offered as carcasses, bone-in parts, or boneless meat.

Unacceptable chicken meat: No mechanically deboned (comminuted) chicken meat, previously frozen chicken meat, or previously cooked chicken meat may be used in these products.

Sodium tripolyphosphate: Only Food Grade sodium tripolyphosphate shall be used.

Salt: Salt shall be iodized or noniodized, white refined sodium chloride with or without anti-caking agents.

The use of monosodium glutamate (MSG) is prohibited.

Ingredient Characteristics:

The ingredients used to prepare the breaded chicken fillets shall be chicken, sodium tripolyphosphate and salt, in the amounts described below; water (optional, in the amount specified below); and batter/breading ingredients. No shin is permitted.

Sodium tripolyphosphate: The sodium tripolyphosphate shall not exceed the levels permitted by the Poultry Products Inspection Regulations (9 CFR Part 381) of USDA.

Salt: Not more than 1.25 percent (by weight of the total chicken meat) shall be used.

Water: Marination is not required; however, water may be used as a carrier for the phosphate and salt. When used, the water shall not constitute more than 2 percent of the total weight of the chicken meat. If water is used, the phosphate and salt must be mixed with the water and added as a solution to the meat during mixing/blending.

Batter/breading ingredients: Only commercially prepared batter/breading ingredients (not artificially colored) commonly used or the type of product specified shall be permitted.

Preparation and processing:

Preparation: All preparation and processing described below shall occur subsequent to the date of award. The product shall be processed, packaged and packed, and placed in a freezer within seven (7) calendar days after the day the chickens are slaughtered. Each fillet shall be produced from chunked and formed white chicken meat, which is formulated, batter/breaded, cooked, and individually frozen in compliance with the requirements below.

Preparation of chicken: If presented as carcasses or bone-in parts, the chicken shall be skinned and the bones removed. The boned and trimmed chicken meat may be used as removed from the carcass or may be reduced in size by passing the chicken meat once through a kidney plate with openings of 2.50 inches in the least dimension. Fine grinding (less than dimensions shown), chopping (silent cutter, hydroflaker), or flake cutting of the chicken meat is not permitted.

The boned and trimmed chicken meat shall be free of bone greater than 0.30 inch; and shall contain no (a) cartilage, ligaments, tendons, or coarse connective tissue greater than 0.50 inch in any dimension; (b) skin, bruises, or blood clots greater than 0.25 inch in any dimension; or (c) arteries, veins, or discolorations which exceed 1 inch.

The chicken meat shall be (a) used as removed from the carcass, or (b) reduced in size as detailed above.

Mixing and forming: The chicken meat shall be mixed with salt, sodium tripolyphosphate, and water (water is optional) in accordance with the Poultry Products Inspection Regulations. The mixed product shall be mechanically formed to comply with the product weight requirements. The thickness of the plate used to form the fillets or nuggets shall be approximately 3/8 inch.

Batter/breading: The formed chicken fillets shall be uniformly coated with batter and breading. All batter and breading shall be applied by machine. Combined batter and breading shall not exceed 28 percent by weight of the uncooked breaded product weight.

Cooking: The product shall be cooked by any method or combination of methods allowed by the Poultry Products Inspection Regulations. An internal product temperature of 160 deg. F shall be obtained during cooking. No coconut, palm kernel, or other tropical oils shall be allowed in the cooking process. The deep fat fryer oil shall be continuously filtered and the equipment cleaned on a daily basis.

Freezing: The cooked product shall be chilled and individually frozen by a method in accordance with the FSIS requirements, so that individual fillets or nuggets do not stick together after freezing. Immediately after individual freezing, the product shall be placed in a freezer held at 0 deg. F or below. The internal product temperature shall be lowered to 0 deg. F or lower within seventy-two (72) hours from the time the product enters the freezer. The internal product temperature shall not exceed 0 deg. F at the time of shipment and delivery.

Metal detection: All products will be examined by a metal detection device capable of detecting metals that may be present in the product. The metal detection device shall be accepted by FSIS, and the procedures used shall be appropriate for the depth of the detection field of the device and the sensitivity of the device. The examination shall be by (a) presenting the product in its smallest dimension (thickness) within the detection field of the device, and (b) examining the product prior to packaging, or after packaging, or in a shipping container. The contractor will test the metal detection device by methods applicable to the device, under the supervision of USDA. The frequency of testing will be according to the Poultry Division's online procedures. These guidelines do not relieve the contractor of its responsibility to provide a safe product. Any product suspected of containing or found to contain metal will be handled according to and the disposition of the product determined by FSIS procedures.

Finished product requirements: The cooked product shall comply with the following requirements:

Net Weight: The net weight of the cooked breaded fillets must be a minimum of four (4) ounces.

Foreign Material: Fillets shall contain no (a) foreign material (e.g., dirt, hair, grease, insect parts, metal); (b) foreign color(s); or (c) foreign odors or flavors (e.g., stale, sour, rancid, musty, and moldy).

Defects: Fillets shall not be (a) fractured (separated into two or more separate pieces), (b) scorched or burned; or (c) soggy, excessively oily or greasy, or sticky. The cooked, breaded fillets or nuggets shall not (a) have more than one area of missing or not completely cooked batter/breading; or (b) contain lumps (outcropping of breading on the surface of the fillet or nugget) or ridges (excess breading which projects at the surface of a fillet or nugget).

Amount of Batter/Breading: The combined batter and breading of each cooked breaded fillet or nugget shall not exceed 28 percent by weight of the uncooked breaded fillet or nugget weight.

Edible Portion of Chicken Meat: The total edible portion of chicken meat excluding batter and breading shall be a minimum of 72 percent.

Sodium Content: The finished product shall contain a maximum of 140 milligrams of Sodium per one ounce of finished product.

Color: Cooked breaded fillets and nuggets shall have a golden brown color within the tolerances of the current edition of the Poultry Division's color control guidelines.

Packaging/Labeling: The finished product must be packaged 40 / 4 ounce pieces per ten (10) pound case. The product shall be enclosed in vapor and moisture proof plastic film bags within commercially acceptable corrugated cartons. Each carton must contain a minimum net weight of ten (10) lbs. All pieces shall be free from clumping or sticking together. The carton shall bear the manufacturers standard product code label with the brand, model number, and ingredients listed. The label shall also list the net weight and number of pieces. An official USDA plant number insignia must also appear on the label.

Shelf-Life: The finished frozen product shall possess a minimum shelf-life of twelve (12) months.

3.5 SPECIFICATION FOR GROUND TURKEY – LINE ITEM #00005

NEW JERSEY SPECIFICATION #2950-04-00

REVIEWED APRIL 1994

Description: Fresh ground turkey is prepared from USDA inspected, freshly slaughtered (never frozen), young turkey. Ground turkey may consist of any blend of the following, which meets the requirements of the analytical data list below: dark meat (including desinewed drum and Thigh), white meat (including wing neck and breast) and skin in natural proportions. Comminuted meat or skin is not allowed. Ground Turkey shall be ground and processed in accordance with paragraph 4 of The USDA announcement py166, as amended and superseded by this Specification, and be free from bones, gristle and veins. Ground Turkey should be similar in size, color and appearance to that of Ground beef.

Temperature: The temperature of the turkey product shall be in accordance with USDA Announcement py166 and 9cfr381 at all times during the desinewing, blending, grinding, packaging, an all processing steps up to and including placement into freezer.

Freezing: The fresh ground turkey shall be immediately packaged in 10 lbs bags and frozen to 0 degrees Fahrenheit in accordance with 9cfr382 so that Individual packages do not stick together. The temperature of the frozen product shall be held at 0 degrees Fahrenheit or below after initial freezing. Product shall not be held in the frozen state longer than 20 days prior to shipment.

Analytical data:

Fat	15% maximum
Protein	13% minimum
Ash	1.07% maximum
Moisture	70% maximum
Sodium	22 mg per oz. Maximum
Rancidity	none

This product shall be free from salmonella and other harmful organisms.

Shelf life: Product shall have a minimum 6 month shelf life to commence with Delivery at 0 degrees Fahrenheit.

Freezing and packaging: After packaging, the product is individually quick frozen in vapor and Moisture proof bags (2 mil low density polyurethane or equal). The Bags shall be sealed or securely tied with disposable plastic ties. The bags are packed in a fiberboard master container which shall be sealed. Bags and containers are to be stored at 0 degrees Fahrenheit or below.

Each container shall have a net weight of 20 lbs. of ground turkey Meat.

The product must comply with USDA regulations, FDA and state of New Jersey Department of Health sanitary codes.

Deliveries: Please note that deliveries to Distribution & Support Services (DSS) and to South Wood State Prison in Bridgeton, New Jersey are required. Only a single bid price is to be submitted for both delivery requirements as listed in the line item description.

3.6 SPECIFICATION FOR PULLED CHICKEN – LINE ITEM #00007

October 1994

1. Pulled chicken product must meet USDA current year PY announcement specification w/exception that product is "pulled" rather than diced and including but not limited to the following:

- a. Fully cooked pulled chicken white and dark meat in natural proportions
- b. No skin, no fat, no additives or marinating is permitted
- c. Product is individually quick frozen IQF and packed 10 lbs. per case/carton.
- d. Product must be produced in USDA inspected plants only and each case/carton will display the required USDA seal/stamp.

2. Award will only be made for the approved brands appearing in the item description on the bid page. Vendors who wish to submit alternate brands for evaluation and possible addition to the approved brands list for this item on future solicitations may contact Mr. Barry Loda at (609) 530-5764 for information during normal working hours.

3.7 SPECIFICATION FOR BREADED CHICKEN PATTIES – LINE ITEM #00008

Product description: Breaded chicken patties, fully cooked, formed, breaded and frozen. 40/4 oz. Patties per 10 lb. Case.

General requirements: The product must be produced in a plant with USDA-FSIS inspection services. All processing operations must be in compliance with CFR Title 9, part 381.

Ingredients: The ingredients shall include, but not be limited to separated Chicken, skin, water, salt, and sodium phosphate. Only commercially Prepared batter/breading ingredients commonly used for this Type of product shall be permitted. Flour must be enriched.

Preparation and processing: The patties shall be prepared from USDA inspected freshly slaughtered Chicken meat (7 CFR part 70.201 (c)). The chilled ready-to-cook chickens and chicken parts must be fabricated into cooked commodity within 7 calendar days after the day the chickens are slaughtered. Within this timeframe, deboned meat and skin from the chickens must be fabricated into cooked commodity within 4 days after deboning. The temperature of the boneless parts, meat, and skin must not exceed 55 deg. F at any time during the preparation and processing of the chicken patties. The skin shall be emulsified prior to blending with the meat and other ingredients. Water may only be used as a carrier for the salt and sodium phosphate. Water and phosphate are to be thoroughly mixed prior to addition of salt to the solution. Water, Salt, and phosphate are to be incorporated as a solution to the meat. The patties shall be uniformly coated with batter/breading. Batter/breading shall not exceed 50% by weight of the finished cooked Patty weight. The product shall be cooked to a minimum internal Temperature of 160 degrees F by a commercially accepted method. Deep Fat frying shall be with vegetable oils containing approved Antioxidants. The oil

shall be filtered, continuously during cooking. Frying equipment shall be cleaned on a daily basis. The patty color after cooking shall be in accordance with the guidelines contained in the color control on breaded chicken chart dated June, 1987, prepared by the USDA poultry division. The individual patties shall not be Soggy, oily, dry, exhibit overcooking, or have areas of undue flaking or missing batter/breading. They must be free of rancidity. They also must be free of metallic, overcooked, burnt, scorched, bitter and other tastes or odors foreign to properly prepared and cooked product.

Tolerance for batter/breading defects will be in accordance with the Poultry division's on-line AQL procedures and instructions.

Formulation of raw chicken:

White meat	50%	minimum
Dark meat	35%	maximum
Skin	10%	maximum
Water	3%	maximum
Salt	1.5%	maximum
Sodium phosphates	0.5%	maximum

Finished product analyses:

Chemical analyses requirements:

Fat content	15%	maximum
Protein content	12%	minimum
Moisture content	50%	maximum
Salt	2.50%	maximum

Physical analyses requirements:

Percentage of batter/breading-	50%	maximum
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Packaging/packing: Product shall be packed 40/4 oz. Portions per case, packed in one or two low density plastic bags per master case. Bags shall be securely closed. Product shall be IQF in order that product does not stick together after packaging in shipping containers. The product shall be frozen to a temperature of 0 degrees or lower within 72 hours after processing. This process must be in compliance with FSIS directive 7110.3. Packing, marking, and labeling shall be as specified in the contract and purchase order. The cases shall be in compliance with the Uniform freight classification and the national motor freight Classification. Case labeling shall be in accordance with MIL-STD-123.

3.8 SPECIFICATION FOR TURKEY HAM – LINE ITEM #00009

Product description: Turkey ham, chunked and formed, frozen, 2 9-11 lb. casings per case.

General requirements: The ham must be produced in a plant with USDA-FSIS inspection service. An official USDA poultry department "certificate of condition" is required with each shipment. This product must be fabricated according to the food and drug administration CFR Title 9 part 381.71.

Ingredients: Turkey thigh meat, water, salt, dextrose, sodium phosphate, sodium Erythorbate, sodium nitrite, spices and flavorings.

Formulation

Ingredients	Percentage
Turkey thigh meat	75% minimum
Water/ice	20% maximum
Salt	2% maximum
Dextrose/corn syrup solids	2% maximum
Sodium phosphate	0.5% maximum
Sodium erythorbate/sodium ascorbate	550 ppm maximum
Sodium nitrite	156 ppm maximum

Microbiological analyses:

Standard plate count	<1000 per gram
Yeast/mold	<100 per gram
Coli forms	<10 per gram

E coli	negative
Coagulase+ staphylococcus	negative
Salmonella	negative

Processing:

Product must be cooked to a minimum of 155 degrees f. The product shall be packaged in 9-11 lb. Casings of finished product. Each casing of Product must be labeled. Product must be packed four (2)/9-11 lb. units per master case. The casing can be round or oval shaped. Product shall be frozen to 0 degrees F or below within seventy-two (72) hours of entering the freezer.

Shelf life: Product must have a guaranteed minimum frozen shelf life of one (1) year.

3.9 SPECIFICATION WHOLE CHICKEN LEGS – LINE ITEM #00011

NJ Specification #2568-005-14

December, 1998

Salient Characteristics:

Basic Requirements: Chicken must be of U.S. Grade A. Slaughtering, eviscerating, processing, chilling and freezing shall be in accordance with Food Safety & Inspection Service Meat and Poultry Inspection Regulations (9 CFR Part 381). Grading shall be in accordance with the regulations and the U.S. Standards and Grades for ready to cook poultry OM 7 CFR Part 70. Grading shall be done prior to packaging and shall be performed under the supervision of a USDA Grader. The product shall meet all requirements for U.S. Grade A.

Types, Classes and Styles: The Chicken Whole Legs must comply with the requirements of Commercial Item Description #A-A-20197 entitled Chickens and Chicken Parts, Ready to Cook, Chilled and Frozen. The Whole Legs shall be Type II Frozen Ready to Cook and must meet the following requirements:

The product shall be processed, packaged, packed and placed in a freezer within seven (7) calendar days after slaughter. The product shall be chilled in accordance with 9 CFR 381.66(b). The product shall be placed in a freezer within 48 hours after packaging and packing. If the chilled product is not placed in a freezer immediately after packaging or packing the commodity must be held at a temperature not higher than 35 degrees (F) and not lower than 26 degrees (F). The packaged or packed commodity must be frozen to an internal product temperature of 0 degrees (F) or lower within 72 hours from the time of entering freezer.

The Whole Leg shall be Style 8 - Parts. The individual portion size shall have a weight range between 8.0 and 11.0 ounces.

The leg must be a whole leg product with NO BACK ATTACHED.

Certification: Each delivery must be accompanied by a PY210 USDA Certificate certifying compliance to N.J. Specification #2568-005-14.

Packaging and Packing: Each container shall be stamped with a USDA Contract Compliance Stamp and USDA Inspection Legend and Grade Mark. Each container shall be layer packed with an appropriate material to prevent product adherence. The layer pack requires a 2 minimum polyethylene liner for the entire contents. The master container may be a 30 - 40 Lb. case comprised of 8.0 to 11.0 ounce whole legs with a maximum weight of 41 Lb. Product shall be packaged in good commercial fiber containers in accordance with current commercial practices that are commercially acceptable for institutional type packaging and packing. Closure of master containers shall be secure and made with commercially acceptable reinforced tape, adhesive or similar types of materials that are applicable for cold temperature storage conditions and provide for safe handling of the product.

3.10 SPECIFICATION FOR BREADED CHICKEN NUGGETS – LINE ITEM #00012

State of New Jersey

Revised September, 2002

Scope: This specification covers individually frozen, fully cooked, ground/chopped and formed, breaded, seasoned or unseasoned, chicken nuggets. The product shall be packed in ten (10) pound minimum commercially acceptable cases that contain a minimum of 250 individual nuggets.

Weight: The breaded, individually quick frozen, chicken nuggets shall weigh a minimum of 0.64 ounces and each case must contain a minimum of 250 pieces. The product must be packaged in minimum ten (10) lb. net weight cases.

Salient Characteristics: The breaded chicken nuggets shall have been prepared from USDA inspected raw chicken breast with rib meat added. The chicken breast shall be free from defects. The chicken breast shall not possess any discoloration, off odors or off flavors. The chicken breast shall be fully cooked in accordance with any method or combination of methods permitted by the Poultry Products Inspection Regulations. A minimum internal product temperature of 160 deg. F shall be obtained during the cooking process. This shall be in compliance with 9 CFR, Part 381.150 and Appendix A – Compliance Guidelines for Meeting Lethality Performance Standards for Certain Meat and Poultry Products. The frozen, fully cooked chicken nuggets shall comply with USDA, Food Safety and Inspection Service (FSIS), Meat and Poultry Inspection Regulations, (9 CFR Part 381) and applicable State regulations. The frozen, fully cooked chicken shall comply with the USDA, Food and Nutrition Service (FNS), Child Nutrition Programs, National School Lunch Program (7 CFR Part 210, Appendices A and C).

Ingredients: Chicken: The chicken meat shall be derived from fresh chilled and/or previously frozen (9 CFR 381.65 and 381.66) broilers/fryers.

Unacceptable chicken meat: No mechanically separated (comminuted) or previously cooked chicken meat may be used in these products.

Chicken skin: No chicken skin is permitted within the ingredient formulation.

Raw chicken defects: The chicken meat shall be free of bone and bone fragments, cartilage, coarse connective tissue, tendons, ligaments, and discoloration.

Monosodium glutamate (MSG): No MSG may be added to the meat or to any other ingredient.

Vegetable protein products (VPP): No vegetable protein products shall be added to the formulation for this product. Forbidden vegetable protein products include soy protein concentrate, soy protein isolate, and textured vegetable protein.

Oils: No coconut, palm kernel, or other tropical oils shall be allowed in the cooking process. The deep fat fryer oil shall be continuously filtered.

Batter/Breading: Commercially prepared batter/breading ingredients commonly used for this type of chicken nugget product shall be permitted.

Batter/Breading Combinations and Amount: Combined batter and breading for chicken nuggets, shall not exceed 30 percent by weight. The chicken nuggets shall be uniformly coated with batter and breading.

Chilling and Freezing: The cooked chicken products shall be chilled in accordance with the USDA-FSIS Regulations Directive 7110.3, Rev. 1, Time/Temperature Guidelines for Cooling Heated Products and Appendix B -- Compliance Guidelines for Cooling Heat-Treated Meat and Poultry Products (Stabilization). The cooked chilled chicken products shall be individually frozen in a manner that will prevent the chicken products from sticking together after freezing. Immediately after individual freezing, the product shall be packaged and placed in a freezer held at zero (0) degrees F or below. The internal product temperature shall be lowered to zero (0) degrees F or lower within seventy-two (72) hours from the time the product enters the freezer. The internal product temperature shall not exceed zero (0) degrees F at the time of shipment, and not exceed ten (+ 10) degrees F at the actual time of delivery to the DSS warehouse.

Metal detection: All finished product must be examined by a metal detection device capable of detecting metals that may be present in the product.

Finished Product: The cooked chicken nuggets shall comply with the following requirements:

Appearance and Color: The cooked chicken products shall possess a uniform color characteristic of cooked chicken and the meat shall display no discoloration. The cooked breaded product shall have a golden brown color that is no lighter than the "light tolerance" or darker than the "dark tolerance" shown within the tolerances of the current edition of the USDA, AMS, Poultry Programs color control guidelines.

Odor and flavor: There shall be no foreign odors or flavors such as, but not limited to burnt, scorched, stale, sour, rancid, musty, or moldy.

Texture: The chicken products shall be moist and tender. The chicken product shall not be fractured (separated into two or more separate pieces), scorched or burned, soggy, excessively oily, greasy, or sticky.

Defects: The chicken products shall be free of bone and bone fragments, cartilage, coarse connective tissue, tendons, ligaments, and discolored meat.

Breading Uniformity: The cooked, breaded chicken products shall not contain any portions of breading thickness that are greater than $\frac{1}{4}$ (0.25) inch. The cooked, breaded chicken products shall contain no lumps (outcropping of breading on the surface of the nugget) or ridges (excess breading which projects at the surface of a nugget).

Foreign Material: The chicken products shall be wholesome and not adulterated. The finished product must not possess any type or form of foreign material and/or contamination from any source.

Physical Analyses:

Test	Min.-Max.
Weight of Nugget	0.64 ounces Minimum
Percentage of Batter and Breading	30 % Maximum
Edible Portion of Meat	70 % Minimum

There shall be no excessive fat or oil displayed on the surface of the finished nuggets. The nuggets shall be free from all types of rancidity, staleness, and foreign odors.

Chemical Analyses:

Test	Min.-Max.
Protein Content	16 % Minimum
Fat Content	10.50 % Maximum
Sodium Content	200 mg. Maximum per one (1) Ounce of finished product
Moisture Content	65 % Maximum

Microbiological Analyses: The microbiological analyses of the finished product chicken nuggets shall not exceed the following limits:

Test	Requirement
Standard Plate Count	< 25,000 CFU per gram
Salmonella	Negative

Test Methods: All analytical testing shall be performed by the DSS Quality Assurance Laboratory in accordance with the latest editions of the Official Methods of Analysis of the Association of Official Analytical Chemists (AOAC) International.

Test Results: The standard plate count shall be reported to the nearest 100th of a percent. Salmonella results shall be reported as positive or negative. The fat, protein, sodium, and moisture content results shall be reported to the nearest 10th of a percent. Any result not conforming to the analytical testing shall be cause for rejection of the sample and/or delivery.

Packaging/Labeling: The finished product must be packaged and enclosed within vapor and moisture proof plastic film bags that are contained within commercially acceptable corrugated cases. Each case must contain a minimum net weight of ten (10) lbs. All pieces shall be free from clumping or sticking together. The case shall bear the manufacturers

standard product code label with the brand, model number, and ingredients listed. The label shall also list the net weight and number of pieces. An official USDA plant number insignia must be exhibited on the outside label.

Child Nutrition (CN) Labeling: An official Child Nutrition Label must be displayed on the product label. The label shall state that one nugget provides 2.00 ounces equivalent meat/meat alternate and 1 serving of bread alternate complying with the Child Nutrition Meal Pattern Requirements under the National School Lunch Program of the USDA Food and Nutrition Service.

Shelf-Life: The finished frozen product shall possess a minimum shelf-life of twelve (12) months stored at zero (0) degrees F or below.

3.11 SPECIFICATIONS FOR TURKEY BREAST #00001, TURKEY ROAST #00006, & DICED CHICKEN #00010

See line items #00001, #00006, & #00010 on the pricing sheets for detailed specifications.

4.0 PROPOSAL PREPARATION AND SUBMISSION

4.1 GENERAL

The bidder must follow instructions contained in this RFP and on the bid signatory page (<http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>) in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The signatory page of this RFP shall be signed by an authorized representative of the bidder. However, if the bidder is a limited partnership, the signatory page of this RFP must be signed by a general partner. If the bidder is a joint venture, the signatory page of this RFP must be signed by a principal of each party to the joint venture. Failure to comply will result in rejection of the bid proposal.

Pricing and information sheets must be completed in their entirety. Failure to comply with this requirement may result in rejection of the bid proposal.

No changes or white outs will be permitted on the specification sheets, unless each change is initialed and dated in ink by the bidder.

4.2 PROPOSAL DELIVERY AND IDENTIFICATION

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>. Bidders are cautioned to allow adequate delivery time to ensure timely delivery of bid proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID PROPOSAL PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** (See RFP signatory page <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>).

4.3 NUMBER OF BID PROPOSAL COPIES

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **one (1) full, complete and exact copy** of the original. The copies requested are necessary in the evaluation of the bid proposal. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State in producing the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

4.4 PROPOSAL CONTENT

The bid proposal should be submitted as follows:

Forms (Section 4.4.1)

CONTENTS	RFP SECTION REFERENCE	DESCRIPTION
Forms	4.4.1.1	Signatory page, signed and completed. http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml
	4.4.1.2	Ownership Disclosure Form http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml
	4.4.1.3	Disclosure of Investigations and Actions Involving Bidder http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml
	4.4.1.4	MacBride Principles Certification http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml
	4.4.1.5	Affirmative Action Employee Information Report or New Jersey Affirmative Action Certificate http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml
	4.4.1.6	Business Registration from Division of Revenue NJ Standard Terms & Conditions: Section 1.1 http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml

4.4.1 FORMS

4.4.1.1 SIGNATORY PAGE

The bidder shall complete and submit the Signatory page provided on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

4.4.1.2 OWNERSHIP DISCLOSURE FORM

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of a contract.

The Ownership Disclosure Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

4.4.1.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER

The bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The bidder shall use the chart in Disclosure of Investigations and Actions Involving Bidder located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

4.4.1.4 MACBRIDE PRINCIPLES CERTIFICATION

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another vendor.

The MacBride Principles Certification Form is located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

4.4.1.5 AFFIRMATIVE ACTION

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a State contract.

The Affirmative Action Forms are located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

4.4.1.6 BUSINESS REGISTRATION CERTIFICATE FROM THE DIVISION OF REVENUE

FAILURE TO SUBMIT A COPY OF THE BIDDER'S BUSINESS REGISTRATION CERTIFICATE (OR INTERIM REGISTRATION) FROM THE DIVISION OF REVENUE WITH THE BID PROPOSAL MAY BE CAUSE FOR REJECTION OF THE BID PROPOSAL.

The bidder may go to www.nj.gov/nibgs to register with the Division of Revenue or to obtain a copy of an existing Business Registration Certificate.

Refer to Appendix 1, Section 1.1. of the NJ Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>. and Section 5.2 of this RFP for additional information concerning this requirement.

4.4.1.7 EXECUTIVE ORDER 134

Refer to Section 5.40 of this RFP for more details concerning this requirement.

4.4.1.8 SET ASIDE CONTRACTS

Not applicable to this procurement.

4.4.1.9 BID BOND

Not applicable to this procurement.

4.4.1.10 PACKER AND BRAND INFORMATION:

The contractor must supply the following:

- Brand
- Model and/or Product Number
- Packer and/or Processor
- Season Pack
- U.S.D.A. Plant Number
- Any required information listed on the price line sheets

Failure to supply this information may be cause for bid proposal rejection. Phrases such as "various packers" or "and others" or names of countries will not be acceptable and will be cause for bid proposal rejection.

4.4.1.11 NUTRITIONAL DATA SHEETS

If requested by the State, the bidder must furnish nutritional data sheets within five (5) days from notification.

4.4.2 SUBMITTALS

4.4.2.1 BIDDER DATA SHEET

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

4.4.2.2 REFERENCE DATA SHEETS - SATISFACTORY CUSTOMER SERVICE

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

4.4.2.3 MANDATORY CONTRACTOR DATA SHEET - TERMINATED CONTRACTS

The bidder must provide all of the information requested in the Bidder's Data Packet located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

4.4.2.4 SAMPLES/SAMPLE TESTING

Products offered must be in accordance with this RFP. Bid samples **for pricing lines #00010 & #00011** for evaluation and testing purposes must be made available at no charge and delivered to DSS, Quality Assurance Unit at the bidder's expense. Bidders must, within 10 working days following a request from the State, submit bid samples to DSS, Quality Assurance Unit. Bid samples will not be returned. The DSS, Quality Assurance Unit will conduct laboratory tests to assure that the bid samples submitted **for pricing lines #00010 & #00011** conform to this RFP. The State reserves the right to perform any tests necessary to assure that the bid samples conform to this RFP **for pricing lines #00010 & #00011**. The testing results of the DSS, Quality Assurance Unit are final.

Products offered must be in accordance with this RFP. A Qualified Product List (QPL) is being used in this procurement **for pricing lines #00001 through #00009, & #00012**. Bidders shall only bid a product on the QPL in response to this **RFP for pricing lines #00001 through #00009, & #00012**. Any other submission will not be considered. A bidder offering a qualified brand may, at the State's option, be required to submit a bid sample for evaluation and testing. Bidders must, within 10 working days following a request from the State, submit a bid sample to DSS. A sample submitted will not be returned. DSS will test the sample to ensure that the sample conforms to

the specifications and requirements. If the qualified brand sample fails, the State reserves the right to reject for award. Brands/models not on the current QPL may be considered for future reprocurments by contacting the buyer for this RFP. DSS will perform QPL testing and evaluation and determine whether such brand/model may be added to the QPL for the next reprocurement. Samples will not be returned. The testing results of the State are final.

Palatability Testing

The State reserves the right to perform palatability testing of bid samples and products delivered. A test panel is appointed by the Chief, DSS. Palatability testing will be supervised and conducted by DSS' Quality Assurance Unit. The Hedonic Scale Method of measuring food preferences will be used. Testing shall be conducted in an impartial atmosphere with a panel not informed of the brand names, vendors and manufacturers until the award recommendation is approved by the Director. If the testing involves a Qualified Product (QPL) and a proposed approved equal basis product, the QPL product will be used as the basis of comparison. In the event a product bid has been determined not to comply with the bid proposal specifications, that product shall not be eligible for contract award.

4.4.2.5 FINANCIAL CAPABILITY OF THE BIDDER

If requested, in order to provide the State with the ability to judge the bidder's financial capacity and capabilities to undertake and successfully complete the contract, the bidder should submit certified financial statements to include a balance sheet, income statement and statement of cash flow, and all applicable notes for the most recent calendar year or the bidder's most recent fiscal year. If certified financial statements are not available, the bidder should provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the bidder as of, and for, the periods presented in the statements. In addition, the bidder should submit a bank reference.

A bidder may designate specific financial information as not subject to disclosure when the bidder has a good faith legal/factual basis for such assertion. Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Bid Proposal.

The State reserves the right to make the determination to accept the assertion and shall so advise the bidder.

4.4.3 COST PROPOSAL

The bidder must submit its pricing using the State supplied price sheet(s) attached to this RFP. Failure to submit all information required will result in the bid being considered non-responsive. Each bidder is required to hold its prices firm through issuance of contract.

4.4.4 TRUCKLOAD QUANTITIES

Where full 952 case truckloads are indicated for a particular item or items, the bidder may offer 1008 case truckloads by indicating, on the bid proposal pricing sheets, those items offered with 1008 case truckloads.

4.4.5 METHOD OF BIDDING OR PRICE SHEETING INSTRUCTIONS, ETC.

The bidder may submit pricing for any one or more of the pricing lines and does not have to bid all pricing lines.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addendum to this RFP, the contractor's bid proposal and the Division's Notice of Award.

Unless specifically stated within this RFP, the Special Contractual Terms and Conditions of the RFP take precedence over the NJ Standard Terms and Conditions, located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

In the event of a conflict between the provisions of this RFP, including the Special Contractual Terms and Conditions and the NJ Standard Terms and Conditions, and any Addendum to this RFP, the Addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any Addendum to this RFP, and the bidder's bid proposal, the RFP and/or the Addendum shall govern.

5.2 BUSINESS REGISTRATION

The following shall supplement the Section 1.1, NJ Standard Terms and Conditions pertaining to Business Registration located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>.

"Affiliate" means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than 50% of the ownership in that entity.

"Business organization" means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof;

"Business registration" means a business registration certificate issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury;

"Contractor" means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with a contracting agency;

"Contracting agency" means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit; with respect to this Contract, the contracting agency shall mean the Division;

"Subcontractor" means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

A bidder shall submit a copy of its business registration at the time of submission of its bid proposal in response to this RFP.

A subcontractor shall provide a copy of its business registration to any contractor who shall forward it to the contracting agency. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid business registrations.

The contractor shall provide written notice to all subcontractors that they are required to submit a copy of their business registration to the contractor. The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the contracting agency a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the contracting agency before a request for final payment is made to the using agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

This paragraph shall apply to all contracts awarded on and after September 1, 2004

5.3 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for a period of **six (6) months**. The anticipated "Contract Effective Date" is provided on the signatory page of this RFP located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract. The contract may be extended for all or part of the six (6) month period, by the mutual written consent of the contractor and the Director. Purchase orders may be placed against the contract up to and including the end of business on the last day of the contract, for delivery no more than 45 days after contract expiration.

5.4 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than ninety (90) days beyond the expiration date of the contract.

5.5 AVAILABILITY OF FUNDS

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes is made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

5.6 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and signed by the contractor and the Director.

5.7 PROCEDURAL REQUIREMENTS AND AMENDMENTS

5.7.1 The contractor shall comply with procedural instructions that may be issued from time to time by the Director.

5.7.2 During the period of the contract, no contractual changes are permitted, unless approved in writing by the Director.

5.7.3 The State reserves the right to separately procure individual requirements that are the subject of the contract during the contract term, when deemed by the Director to be in the State's best interest.

5.8 ITEMS ORDERED AND DELIVERED

Distribution and Support Services is authorized to order and **the contractor is** authorized to ship only those items covered by the contracts resulting from this RFP. If a review of orders placed by the Using Agency [Agencies] reveals [reveal] that material other than that covered by the contract has been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director in the termination of the contract or in the award of any subsequent contract. The Director may take such steps as are necessary to have the items returned by the Agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price.

The contract involves items, which are necessary for the continuation of ongoing critical State services. Any delay in delivery of these items would disrupt State services and would force the State to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the State's ongoing needs.

5.9 NUTRITIONAL DATA SHEETS

If requested by the State, the contractor must furnish nutritional data sheets to the using agency within five (5) days of such a request.

5.10 REMEDIES FOR NON-PERFORMANCE

In the event that the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State administrative code. In such event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due to the defaulting contractor or being an obligation owed the State by the defaulting contractor.

5.11 All products must conform in every respect to the standards and regulations established by Federal and New Jersey State laws.

5.12 All products shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice.

5.13 All products are to be packaged in sizes as specified in this RFP and shall be packaged in such a manner as to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton. Deliveries containing re-used, re-labeled, re-worked or alternate cartons are subject to rejection by DSS at the contractor's expense.

5.14 All weights are net weights. DSS official weight scales are maintained by the Quality Assurance Unit and shall be used to record weight data. DSS weights shall govern.

5.15 All products are subject to final acceptance at point of delivery. Rejected shipments are the responsibility of the contractor and must be removed from DSS premises at contractor expense.

5.16 Product offered shall be of the latest season's pack available as of the effective (start) date of the contract. References for determining latest season's pack and shelf life are:

5.16.1 USDA Seasonal Marketing Guide for Fresh Fruits and Vegetables (Latest Edition).

5.16.2 USDA Handbook-Usual Planting and Harvesting Date in Principal Producing Areas (Latest Edition).

5.16.3 USDA Handbook-Fruits and Tree Nuts: Blooming, Harvesting and Harvesting Dates (Latest Edition).

5.16.4 USDA File Code:145-A-3: Requirements for "Latest Season Pack".

5.16.5 Department of Defense (DOD) Publication - DOD 4145.19-R-1 Storage and Materials Handling.

Contractor/packers will be required to make such records available to the USDA inspector/grader as may be necessary to document and confirm the month and year of pack. General statements, such as a letter from the contractor/packer indicating that the product is of "latest season pack", will not be acceptable unless the month and year of the pack is included in such letter or statement.

5.17 If circumstances beyond the control of the contractor may possibly result in a late delivery, it is the responsibility of the contractor to immediately make the details known to DSS in writing: DSS, P.O. Box 234, West Trenton, New Jersey 08625; Fax: (609) 530-4582. DSS reserves the right to cancel all or part of any such order and purchase the item or items elsewhere, charging any price increase to the contractor.

5.18 If the contractor fails to deliver by the specified delivery date, DSS reserves the right to cancel the portion of the order which the contractor has failed to deliver within the specified time and to purchase that item or items elsewhere, charging the increase in price and cost of handling, if any, to the contractor. In the event of a contract cancellation for cause, the State reserves the right to cancel all outstanding orders.

5.19 The State reserves the right to test the delivered product during the contract term to ensure that it meets the contract requirements. If the product fails to meet contract requirements, the delivery shall be rejected and must be replaced within a period of time considered reasonable by DSS. If said replacement is not made, DSS reserves the right to purchase product elsewhere, charging any increase in price or handling to the contractor.

5.20 DELIVERIES

5.21 Items must be stacked on 48" x 40" four-(4) way grocery pallets before delivery will be accepted at DSS.

5.21.1 Items that are floor loaded upon delivery must be transferred to 48" x 40" four-(4) way grocery pallet by the carrier truck driver before delivery will be accepted.

5.21.2 Items that are delivered on other than 48" x 40" four-(4) way grocery pallets must be transferred to acceptable pallets by carrier truck driver before delivery is accepted.

5.21.3 Pallet exchange is available.

5.21.4 Segregation of product is required.

5.21.5 Palletization or re-palletization shall be the sole responsibility of the delivering carrier, and no additional charges will be paid by DSS for this procedure.

5.21.6 Full pallets must be broken down to a maximum 65 inches in height by the carrier driver for non-frozen products and 51 inches for frozen products.

5.21.7 The contractor must be consistent with deliveries and provide the truckload quantities as awarded. The contractor cannot change truckload quantities. Overages will be refused at the contractor's expense and shortages will be cause for formal complaint.

5.22 The bidders awarded contracts for items which require USDA inspection and certification must forward copies of all specifications, terms and conditions and item descriptions from the original specifications to the entity which is preparing the item for inspection, certification and delivery. Failure to forward this information may delay USDA certification and in turn delay delivery to DSS. Failure to comply with this requirement may result in the filing of a formal complaint against the contractor which then becomes part of the Division's performance database.

5.23 All frozen products shall be in a wholesome and sanitary condition with all cartons sealed at top and bottom and in sound condition at the time of delivery. Packaging must be in accordance with good commercial practices in order to protect the quality of the product and prevent freezer burn or dehydration. Shipments shall be made in mechanically refrigerated trucks with refrigeration unit operational and interior of the unit at 0 degrees Fahrenheit or below. All products to be delivered F.O.B. State of New Jersey, Department of the Treasury, Distribution Center, 1620 Stuyvesant Avenue, West Trenton, N.J. 08625-0234.

5.24 For all shipments (canned, dry or frozen) where a certificate (U.S.D.A.- U.S.D.C.) is required, the certificate must arrive with the shipment or be in the possession of the DSS Quality Assurance Unit prior to the delivery date. Official USDA Roll Stamping is also required on all shipments that require a USDA certificate. If the shipment arrives without the certificate, the shipment will be accepted, provided that the cases are officially stamped or rolled. This shipment will be placed "on hold" pending receipt of the certificate. Failure to provide the certificate within five (5) working days will result in the conditional acceptance being revoked and storage charges being assessed starting on the sixth (6) working day and continuing until the shipment is removed. Cash discount terms will be predicated on the date the delayed certification is received. All cost of inspection and certification will be paid by the contractor.

All canned items must be packaged in accordance with Federal Specification PPP-C-29G "Canned Subsistence Items, Packaging Of" with latest amendments.

5.24.1 Bidders signature on the front page of this solicitation will verify and acknowledge that the bidder has ready access to and will provide USDA grading, certification and case stamping as required in each line item description.

5.25 The cargo section of the delivery vehicle must be totally free of garbage, refuse, trash and other cargo matter that may be involved in the development of pathogenic or toxigenic micro organisms that could possibly cause undesirable deterioration of the product. The cargo section of any delivery vehicle must be free of all obnoxious odors that may immigrate into the product or the product packaging rendering the product unacceptable for sale. Presence of any of these conditions will be cause for complete rejection of the delivery.

5.26 Damaged Goods Upon Delivery: shipments containing damaged goods may be either partially accepted by DSS (with damaged goods rejected) or totally rejected by DSS depending on the severity of the damage. The carrier truck driver will bear sole responsibility for any "re-working" of palletized damaged goods for the removal of any damaged goods from acceptable goods. DSS will not be responsible for any additional costs associated with this procedure. This will apply to all carriers and all deliveries. It is the responsibility of the contractor to communicate these requirements to the carriers it employs for deliveries to DSS.

5.27 Unloading Time Limit: once started, the unloading process may not extend beyond a four (4) hour time period due to palletization, re-palletization or re-working of pallets for removal of damaged goods. Partial acceptance or partial rejection may result after this four (4) hour unloading period has expired.

5.28 Closing Time: The DSS receiving unit closes at 3:00 p.m. daily. All deliveries must be completed by 3:00 p.m. Trucks attempting to deliver goods near 3:00 p.m. may be rejected if load cannot be completely unloaded by 3:00 p.m.

5.29 Packing Slip Requirement: All deliveries must be accompanied by a packing slip indicating the name of the contractor and valid DSS purchase order number. Deliveries not properly identified may be rejected and returned at the contractor's expense.

5.30 Special Instructions: From time to time DSS may issue special shipping instruction to the contractor, which will supersede the requirements listed above. These special instructions will be communicated to the contractor at the time that order is placed and may affect block patterns or carton marking. The contractor shall make adjustments as appropriate.

5.31 Carton (Case) Marking Requirement: All shipping cartons shall be marked in accordance with Federal Standard No. 123f as amended, and as modified by these terms and conditions. All cartons must be plainly marked on any two adjacent sides so that palletized cartons may be easily identified. In addition to bid proposal specification requirements, the following must be included:

Contents (industry standard item description)
State contract number

Cartons not complying with all marking requirements at time of delivery will be refused and returned at contractor's expense. No marking of post delivery of cartons will be permitted at the DSS warehouse or dock.

5.32 Combined Deliveries: The contractor must not combine deliveries of items with various scheduled delivery dates, unless authorized by DSS. If the contractor combines shipments without proper authorization, the contractor will be assessed the difference in freight charges between separate shipments and combined shipments, if shipment is accepted. Any monies due the State of New Jersey will be deducted from the contractor's payment.

5.33 REQUIRED BLOCK PATTERNS:

5.34 Cases of 6/#10 cans must be palletized in 8 block, 7 high configuration before delivery can be accepted.

5.34.1 Cases other than 6/#10 cans must be configured with an interlocking block pattern, which must be consistent throughout the load for like items. Stretch wrapping or taping is required for all palletized loads.

5.34.2 Palletized loads should be built to a maximum height of 51" for frozen products and 65" for non-frozen products.

5.34.3 DSS standards for height & block patterns can be obtained by calling the receiving dock at (609) 530-3314 prior to delivery.

5.35 NOT APPLICABLE TO THIS PROCUREMENT

5.36 PERFORMANCE BOND

A performance bond is not required for this procurement.

5.37 CLAIMS

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq..

5.38 FORM OF COMPENSATION AND PAYMENT

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions located on the Advertised Solicitation, Current Bid Opportunities webpage <http://www.state.nj.us/treasury/purchase/bid/summary/06x37411.shtml>. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

In addition, primary contractors must provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business subcontractor(s). This breakdown shall be sent to the Purchase Bureau Business Unit, Set-Aside Coordinator.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

5.39 CONTRACT ACTIVITY REPORT

Not applicable to this procurement.

5.40 REQUIREMENTS OF EXECUTIVE ORDER 134

In order to safeguard the integrity of State government procurement by imposing restrictions to insulate the award of State contracts from political contributions that pose the risk of improper influence, purchase of access, or the appearance thereof, Executive Order 134 was signed on September 22, 2004 ("EO 134"). Pursuant to the requirements of EO 134, the terms and conditions set forth in this section are material terms of any contract resulting from this RFP:

5.40.1 DEFINITIONS

For the purpose of this section, the following shall be defined as follows:

a) Contribution – means a contribution reportable as a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act." P.L. 1973, c. 83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Through December 31, 2004, contributions in excess of \$400 during a reporting period were deemed "reportable" under these laws. As of January 1, 2005, that threshold was reduced to contributions in excess of \$300.

b) Business Entity – means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

5.40.2 BREACH OF TERMS OF EXECUTIVE ORDER 134

It shall be a breach of the terms of the contract for the Business Entity to (i) make or solicit a contribution in violation of this Order, (ii) knowingly conceal or misrepresent a contribution given or received; (iii) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (iv) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor, or to any State or county party committee; (v) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of EO 134; (vi) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engage in any exchange of contributions to circumvent the intent of EO 134; or (viii) directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of EO 134.

5.40.3 CERTIFICATION AND DISCLOSURE REQUIREMENTS

a) The State shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor, or to any State or county political party committee during certain specified time periods

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Certification and Disclosure form, certifying that no contributions prohibited by Executive Order 134 have been made by the Business Entity and reporting all contributions the Business Entity made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the mean of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee for completion and submission to the Purchase Bureau with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Division, in care of the Purchase Bureau Buyer, the Certification and Disclosure(s) within five (5) business days of the State's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Purchase Bureau website at <http://www.state.nj.us/treasury/purchase/forms.htm#eo134> , shall be provided to the intended awardee with the Notice of Intent to Award.

5.40.4 STATE TREASURER REVIEW

The State Treasurer or his designee shall review the Disclosures submitted pursuant to this section, as well as any other pertinent information concerning the contributions or reports thereof by the intended awardee, prior to award, or during the term of the contract, by the contractor. If the State Treasurer determines that any contribution or action by the contractor constitutes a breach of contract that poses a conflict of interest in the awarding of the contract under this solicitation, the State Treasurer shall disqualify the Business Entity from award of such contract.

6.0 PROPOSAL EVALUATION/CONTRACT AWARD

6.1 For a product bid that has been determined to be in compliance with this RFP, the contract shall be awarded on the basis of the following criteria, not necessarily listed in the order of importance:

6.1.1 Price

6.1.2 Experience of the bidder

6.1.3 The bidder's past performance under similar contracts, including if applicable, the Division's vendor performance database.

6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL

After the submission of bid proposals, unless requested by the State, contact with the State is limited to status inquiries only and such inquiries are only to be directed to the buyer. Any further contact or information about the proposal to the buyer or any other State official connected with the solicitation will be considered an impermissible supplementation of the bidder's bid proposal.

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The assigned buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

6.3 BID DISCREPANCIES

In evaluating bids:

- Discrepancies between words and figures will be resolved in favor of words.
- Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices.
- Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices.
- Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total.
- Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.

6.4 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

Following the opening of bid proposals, the State reserves the right, pursuant to N.J.S.A. 52:34-12(f), to negotiate: the technical services offered, the terms and conditions and/or the price of a proposed contract award with any bidder. In addition, the State reserves the right to seek a Best and Final Offer (BAFO) from one or more bidders. In response to the State's request to negotiate, bidders must continue to satisfy all mandatory RFP requirements but may improve upon their original technical proposal in any revised technical proposal. However, any revised technical proposal that does not continue to satisfy all mandatory requirements will be rejected as non-responsive and the original technical proposal will be used for any further evaluation purposes, in accordance with the following procedure.

The Evaluation Committee will conduct an initial review and determine whether and with which bidder(s) it will negotiate, and will communicate its request to each such bidder. In response, the bidder will submit any required revisions to its proposal.

In response to the State's request for a BAFO, bidders may submit a revised price proposal that is equal to or lower in price than their original submission, but must continue to satisfy all mandatory requirements. Any revised price proposal that is higher in price than the original will be rejected as non-responsive and the original bid will be used for any further evaluation purposes.

After receipt of the results of the negotiation and/or the BAFO(s), the Evaluation Committee will complete its evaluation and recommend to the Director for award that responsible bidder(s) whose bid proposal, confirming to this RFP, is most advantageous to the State, price and other factors considered.

All contacts, records of initial evaluations, any correspondence with bidders related to any request for negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

6.5 CONTRACT AWARD

Contract award[s] shall be made with reasonable promptness by written notice to that responsible bidder(s), whose bid proposal(s), conforming to this RFP, is(are) most advantageous to the State, price, and other factors considered. Any or all bid proposals may be rejected when the State Treasurer or the Director determines that it is in the public interest so to do.